

2. The Parties have executed a written agreement in full settlement of the United States' claims and causes of action against Gambro, as set forth in Counts I, III, IX and X of the Second Amended Complaint. The written agreement between the Parties provides that payment of an award to the Relator, as provided for by 31 U.S.C. § 3730(d)(1) is not included in this Agreement but will be the subject of a separate agreement between the United States and the Relator. The written agreement between the Parties further provides that if the United States and the Relator are unable to reach an agreement regarding Relator's share pursuant to 31 U.S.C. § 3730(d)(1), any such disagreement will be resolved by proceedings in the United States District Court for the Eastern District of Missouri. The United States and Relator agree that the amount and terms of the settlement reached by the Parties are fair, adequate and reasonable pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. Relator and Gambro have agreed to resolve expenses, attorney's fees and costs as set forth in the written agreement, Terms and Conditions, paragraph 1c. in full settlement of any claims Relator has or may have for fees and costs pursuant to 31 U.S.C. § 3730(d).

4. Accordingly, the Parties request that, pursuant to Fed. R. Civ. P. 41(a)(1) and 31 U.S.C. § 3730(b)(1), the claims set forth in the Second Amended Complaint be dismissed, as follows:

(a) The Second Amended Complaint, including all counts therein, shall be dismissed with prejudice as to Relator;

(b) Count I (Method II Supplies), Count III (Method II Emergency Supplies), Count IX (Preemptive Coding), and Count X (Medical Directors), of the Second Amended Complaint and in which the United States has intervened, shall be dismissed with prejudice as to the United States;

(c) Count II (Method II Antibiotics), Count IV (Spit Vial Dosing), Count V (EPO Overfill), Count VI (EPO Rebates), Count VII (Vitamin D Selection), Count VIII (Iron Selection), Count XI (Jackson Memorial Hospital), and Count XII (GNS), of the Second Amended Complaint and in which the United States has declined to intervene, shall be dismissed without prejudice to the United States; and

(d) Each Party will bear its own costs and attorneys' fees except as provided for in the written agreement of the Parties, Terms and Conditions, paragraph 1c.

5. Consistent with this Court's prior Orders, the parties request that the seal be lifted as to the following documents: the Second Amended Complaint; the United States' Notice of Partial Intervention, Request to Partially Lift Seal, and Joint Stipulation of Dismissal; and this Order. The parties further request that, as to the United States only, the seal be lifted as to the complete docket sheet from the date of the initial filing of this matter. All other pleadings, including, but not limited to, all requests for extensions, partial lifting of the seal, and any memoranda and declarations in support thereof, shall remain under seal except insofar as the seal may have been previously lifted.

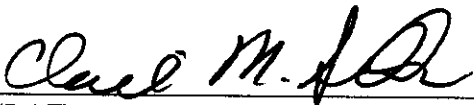
6. The Parties request that the Court retain jurisdiction of this matter solely for the purpose of enforcing the agreement between the Parties and for any proceedings relating to payment of an award to the Relator as provided for by 31 U.S.C. § 3730(d)(1).

A proposed order accompanies this Notice.

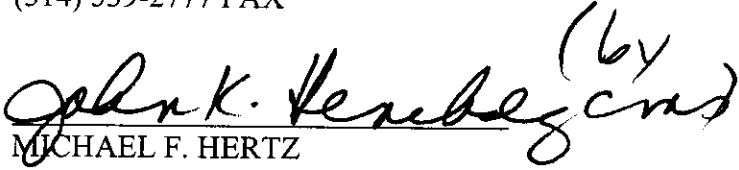
Respectfully submitted,

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Dated: 12/1/04



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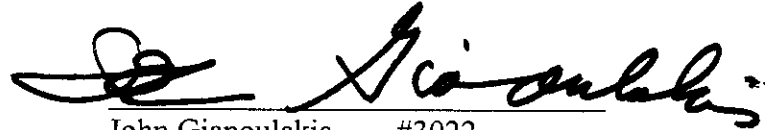
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A handwritten signature in black ink, appearing to read "John Gianoulakis", is written over a horizontal line.

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